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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

BOARD OF TRUSTEES OF THE CEMENT  
MASONS HEALTH AND WELFARE TRUST  
FUND FOR NORTHERN CALIFORNIA;  
BOARD OF TRUSTEES OF THE CEMENT  
MASONS VACATION-HOLIDAY TRUST  
FUND FOR NORTHERN CALIFORNIA;  
BOARD OF TRUSTEES OF THE CEMENT  
MASONS PENSION TRUST FUND FOR  
NORTHERN CALIFORNIA; and BOARD OF  
TRUSTEES OF THE CEMENT MASONS  
TRAINING TRUST FUND FOR NORTHERN  
CALIFORNIA,

Plaintiffs,

vs.

D. LOPEZ JR., an individual,

Defendant.

Case No.: 4:14-cv-03016-DMR

**STIPULATION FOR DISMISSAL  
WITHOUT PREJUDICE AND  
RETENTION OF JURISDICTION;  
ORDER THEREON**


**STIPULATION**

IT IS HEREBY STIPULATED by and between Plaintiffs, on the one hand, and Defendant D. Lopez Jr., on the other hand, that pursuant to the Settlement Agreement and Release and Stipulation for Dismissal ("Agreement"), which is expressly incorporated by reference into this Stipulation for Dismissal Without Prejudice and Retention of Jurisdiction, that this Court dismiss this action, without prejudice, and retain jurisdiction over this matter to

1 enforce the Agreement should any action be required to enforce the Agreement after the  
2 dismissal without prejudice is entered by the Court.

3 DATED: February 26, 2015

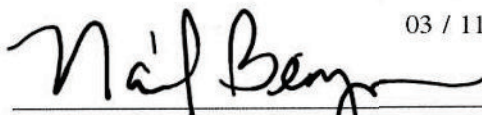
4 BULLIVANT HOUSER BAILEY PC

5  
6 By   
7 Ronald L. Richman  
8 Susan J. Olson

9 Attorneys for Plaintiffs

10 DATED: February \_\_, 2015

11 BENJAMIN LAW GROUP

12  
13 By  03 / 11 / 2015  
14 Na'il Benjamin

15 Attorneys for Defendant D. Lopez Jr.

**ORDER**

Pursuant to the parties' Stipulation and Agreement, which terms and conditions are fully incorporated herein by this reference, and good cause appearing:

IT IS HEREBY ORDERED that this matter is dismissed, without prejudice.

IT IS FURTHER ORDERED that this Court shall expressly retain jurisdiction over this matter to enforce the Agreement should any action be required to enforce the Agreement after the dismissal without prejudice is entered by the Court. See generally *Kokkonen v. Guardian Life Ins. Co. of America*, 511 US 357, 381 (1994); *Hagestad v. Tragesser*, 49 F.3d 1430, 1432 (9<sup>th</sup> Cir. 1995).

DATED: March 16, 2015

By

  
HON. DONNA M. RYU  
UNITED STATES MAGISTRATE JUDGE

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